



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



March 06, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE EXTENSION OF THE AGREEMENT WITH EARTH ANGEL
PRODUCTIONS, INCORPORATED REGARDING REALITY TELEVISION SERIES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval to allow Earth Angel Productions, Incorporated (Producer) to produce the fourth season of a reality, non-scripted, half-hour episode television series (Series) focusing on the Taskforce for Regional Auto Theft Prevention Unit (TRAP). Request Board approval to authorize TRAP to accept a donation from the Producer in the amount of \$15,000 per episode produced in the fourth season for six to eight episodes depending on the order from the network for use by TRAP in connection with the operational expenses of TRAP. The first season of the Series was approved on May 19, 2009, by your Board. A donation of three vehicles, as part of the first season of the Series, was approved on October 20, 2009. The second season of the Series was approved on January 12, 2010, by your Board. The third season of the Series was approved on February 8, 2011, by your Board.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to grant the right to extend the Agreement and grant the Producer the right to develop and produce the fourth season of the Series regarding the Los Angeles County Sheriff's Department's (Department) participation in TRAP.
2. Approve and authorize the Sheriff, as an agent of Los Angeles County (County), to accept a \$15,000 per episode donation from the Producer, with the number of episodes to be produced between six to eight for season four.

3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Mr. Glenn Stickley, Co-Executive Producer, Earth Angel Productions, Incorporated, 4000 Warner Boulevard, Building 14, Room 200, Burbank, California 91522, for the generous donation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 19, 2009, your Board approved an Agreement dated April 6, 2009, between the Producer and the County for the development and production of the Series focusing on TRAP. TRAP is a multi-jurisdictional, multi-agency, law enforcement task force created primarily to investigate, prosecute, and deter vehicle theft crimes. On January 12, 2010, your Board approved the production of the second season of the Series. On February 8, 2011, your Board approved the production of the third season of the Series. Principal photography of the third season of the Series has now been completed by the Producer.

Pursuant to Paragraph 1(c) of the Agreement, the Producer is seeking Board approval to produce the fourth season of the Series, which consists of between six to eight episodes. Additionally, the Department is seeking approval to receive from the Producer \$15,000 per episode for six to eight episodes for use by the County in connection with the operational expenses of TRAP.

The fourth season of the Series, titled "Bait Car," will be produced by the Producer, who intends to film the activities of TRAP pursuant to all of the terms of the Agreement. The Department is a participating law enforcement agency in TRAP and employs detectives and additional personnel to work in connection with TRAP. The Department is the lead agency in TRAP, acting as the executive director of the task force. The fourth season of the Series will once again depict those personnel and facilities employed exclusively by the Department. Any filming of other participating agencies shall be subject to the Producer obtaining all necessary agreements, waivers, and releases from those agencies. The Producer will also use the Department's intellectual property in the program, such as the star, the uniform patch, "A Tradition of Service" slogan, and the name, "Los Angeles County Sheriff's Department."

The Producer will donate to the County an amount equal to \$15,000 per episode produced in the fourth season for the operational expenses of TRAP. The donation shall be payable as follows: 25 percent upon commencement of filming of season four of the Series, 25 percent upon submission of the rough cut of the sixth episode of season four of the Series, and 50 percent upon submission of the final episode of season four of the Series to the network airing the Series.

Granting production of a fourth season of the Series provides benefits for the County, including compensation, and the ability to control the use of the Department's intellectual property. This Agreement, which has already been approved, ensures that the intellectual property retains its integrity and strength. The fourth season of the Series will showcase important work performed by the Department.

Implementation of Strategic Plan Goals

Approval of the production of the fourth season supports the County's Strategic Plan, Goal 1, Operational Effectiveness, by strengthening the County's fiscal capacity, effectively managing the resources we have, and increasing public-private partnerships.

FISCAL IMPACT/FINANCING

The Agreement provides the following economic terms:

In addition to the \$15,000 per episode, the Producer will pay the County five percent of the license fee for each episode of the fourth season. The license fee shall be a minimum of \$7,500 per episode.

Profit Participation: The County shall be entitled to receive 10 percent of 100 percent of the Producer's profit participation in the Series.

Clearance Expenses: Legal fees incurred by the County's outside counsel in connection with review of the Series will be included as a line item in the budget for the Series.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The legal terms and the security, privacy, creative and cost controls for the production of season four of the Series are the same as set forth in the Agreement that was approved by the Board on May 19, 2009.

CONTRACTING PROCESS

As the proposed Agreement does not constitute a contract for services or involve the purchase of goods or commodities, the customary Board-mandated provisions required in such an agreement are not necessary in this instance.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will have no direct or significant impact on current services. The Series will be developed and made at no cost to the County. Successful television programming is anticipated to have a positive impact on the morale of County employees, particularly those in the Department, and may positively affect the Department's ongoing recruitment efforts.

CONCLUSION

Upon approval and execution of this Amendment by your Board, please return an adopted copy of this action to the Department's Legal Advisory Unit for further processing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent.

LEROY D. BACA
Sheriff

LDB:PIY:piy